

REMARKS

This Application has been carefully reviewed in light of the Final Office Action dated November 29, 2007 ("*Office Action*"). At the time of the Office Action, Claims 1-5, 7, 8, and 10-32 were pending and Claims 17-28 were withdrawn. The Examiner rejects Claims 1-5, 7, 8, 10-16, and 29-32. Applicant amends Claims 1 and 32. Applicant submits that no new matter has been added by these amendments. As described below, Applicant believes all claims to be allowable over the cited references. Therefore, Applicant respectfully requests reconsideration and full allowance of all pending claims.

Double Patenting

The Examiner provisionally rejects Claims 1-5, 7, 8, and 10-16 under the judicially created doctrine of obviousness-type double patenting. Specifically, Claims 1-5, 7, 8, and 10-16 are rejected as being unpatentable over Claim 1 of copending Application No. 09/817,353 in view of U.S. Patent Application Publication No. 2002/0010634 A1 issued to Roman et al. ("*Roman*") and U.S. Patent Application Publication No. 2001/0032143 A1 issued to Haseltine ("*Haseltine*"). As this is a provisional double patenting rejection, Applicant defers the decision to file a terminal disclaimer or traverse the rejection until the Examiner has indicated that both the present Application and copending Patent Application 09/817,353 include allowable subject matter. However, Applicant stands willing to file a Terminal Disclaimer with respect to these claims in their current form upon indication of their allowability.

Section 102 Rejections

The Examiner rejects Claims 1-2, 7-8, 13, 15, and 30-32 under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,980,962 issued to Arganbright et al. ("*Arganbright*"). Applicant traverses these rejections for the reasons discussed below.

Initially, Applicant respectfully reminds the Examiner that "[a] claim is anticipated **only if** each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987); MPEP § 2131 (*emphasis added*). In addition, "[t]he identical invention **must** be shown in as complete detail as is contained in the . . . claims" and "[t]he elements **must** be arranged as required by the claim." *Richardson*

v. *Suzuki Motor Co.*, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989); *In re Bond*, 15 U.S.P.Q.2d 1566 (Fed. Cir. 1990); MPEP § 2131 (*emphasis added*).

In the previous Response to Office Action submitted on September 7, 2007, Applicant argued that *Arganbright* does not disclose, teach, or suggest the following claim limitations recited in Claims 1 and 32:

- in response to receiving the electronic request from the customer, accessing a database to obtain transaction information associated with the customer, the transaction information identifying at least one item of merchandise having been purchased by the customer in a prior purchase transaction; and
- displaying, to the customer via the web access tool, the transaction information comprising a list of the at least one item of merchandise having been purchased by the customer in the prior purchase transaction.

Regrettably, the Examiner disagrees with Applicant in the *Office Action*. However, it continues to be Applicant's position that the features and operations of *Arganbright* are not arranged as required by the claim and, thus, Applicant's claims are allowable over *Arganbright*.

Specifically, it continues to be Applicant's position that the selection of a "return" button followed by the population of a form by the user to provide the system of *Arganbright* with transaction history details is not analogous to Applicant's recited claim language. *Arganbright* explicitly requires that the user to provider the system with the transaction information. Further, although *Arganbright* discloses that an e-mail notification received by the customer may include "a link that allows the user to view order history details," there is no disclosure that such order history details are displayed to the customer in a returns context or in response to "an electronic request requesting to initiate return processing . . .," as recited in Applicant's independent Claims 1 and 32. Accordingly, for these reasons and for the reasons provided in Applicant's previous Response submitted on September 7, 2007, it continues to be Applicant's position that *Arganbright* fails to disclose, teach, or suggest "accessing a database to obtain transaction information associated with the customer, the transaction information identifying at least one item of merchandise having been purchased

by the customer in a prior purchase transaction” and “displaying, to the customer via the web access tool, the transaction information comprising a list of the at least one item of merchandise having been purchased by the customer in the prior purchase transaction,” as recited in Applicant’s Claims 1 and 32. Applicant reserves the right to present these arguments (and any other arguments previously presented by Applicant) on Appeal should it become necessary.

As examples of further distinctions over the prior art and to advance prosecution of this case, Applicant has amended Claims 1 and 32 to recite “receiving an electronic selection, from the customer, via the web access tool, the electronic selection identifying a particular item of merchandise included in the list of at least one item of merchandise having been purchased by the customer in the prior purchase transaction, the electronic selection comprising a click on the particular item of merchandise in the list displayed to the customer.” Applicant respectfully submits that *Arganbright* fails to disclose the recited claim elements.

As previously noted by Applicant, *Arganbright* discloses that the process for handling returns begins when “the system presents the user with a copy of the satisfaction guarantee 2702.” (Column 63, lines 3-5). Thus, the process initiates with the presentation of the return policy to the user. “After the user has a chance to review satisfaction guarantee 2702, the user selects whether the user wishes to “return” or “exchange” (box 2704) an item or plurality of items.” (Column 63, lines 8-11). Thus, the first electronic request received from the user relating to the return of a product is the selection of either a “return” button or an “exchange” button. “If the user selects “return,” an online return form 2706 is presented to the user.” (Column 63, lines 12-13). “The user is then requested to enter a plurality of information (box 2708) on return form 2706, including but not limited to, quantity, stock number or SKU, the reason for the return, product description, and an invoice number.” (Column 63, lines 13-17, emphasis added). In contrast, “[i]f the user selects to “exchange” a product or products, the user is presented with an exchange form 2714.” (Column 63, lines 36-37). Although two separate forms are disclosed (i.e., “a return form 2706” and “an exchange form 2714,” the information requested from the customer by the two forms is very similar. In the return scenario, *Arganbright* discloses that the return form, once populated by the customer’s input,

is “presented to the user in a format (box 2710) that can be printed on a conventional printer connected to the user’s computer” and that the user “is requested to print the form and include the form in the box containing the product or products to be returned.” (Column 63, lines 23-29). In the exchange scenario, the exchange form, once populated by the customer’s input is “forwarded to the marketing company by any method, including, but not limited to, email, regular mail, or telephone.” (Column 63, lines 51-54). In either of the return or exchange scenarios, Applicant directs the Examiner’s attention to the fact that the information used to populate the appropriate form is requested from the customer. Thus, the form must be filled out by the customer and the transaction information is provided to the system by the customer. Accordingly, there is no disclosure in *Arganbright* of “receiving an electronic selection . . . identifying a particular item of merchandise included in the list of at least one item of merchandise having been purchased by the customer in the prior purchase transaction, the electronic selection comprising a click on the particular item of merchandise in the list displayed to the customer,” as recited in amended Claims 1 and 32.

In the *Office Action*, the Examiner states that *Arganbright* discloses “a user accessing a link to view order history details.” (*Office Action*, page 2, citing Column 2, lines 43-45 of *Arganbright*). The cited portion of *Arganbright* merely discloses, however, that an e-mail notification received by the customer may include “a link that allows the user to view order history details.” (Column 2, lines 43-45). There is no disclosure in *Arganbright* that such order history details are displayed to the customer in a returns context or that an item included in the order history details may be clicked-on or otherwise selected. Applicant respectfully submits that providing a link to order history details so that they may be viewed by a customer is not analogous to “receiving an electronic selection . . . identifying a particular item of merchandise included in the list of at least one item of merchandise having been purchased by the customer in the prior purchase transaction, the electronic selection comprising a click on the particular item of merchandise in the list displayed to the customer,” as recited in amended Claims 1 and 32.

Because *Arganbright* does not disclose, teach, or suggest each and every element recited in Applicant’s independent Claims 1 and 32, Applicant respectfully requests

reconsideration and allowance of Claims 1 and 32, together with Claims 2, 7-8, 13, and 15 that depend on Claim 1.

Section 103 Rejections

The Examiner rejects Claims 3-5, 10-12, 14, 16, and 29 under 35 U.S.C. 103(a) as being unpatentable over *Arganbright* in view of U.S. Patent Application Publication No. 2002/0010634 issued to Roman et al. ("*Roman*") and Official Notice. Applicant traverses these rejections for the reasons discussed below.

First, Claims 3-5, 10-12, 14, and 16 depend upon independent Claim 1, which Applicant has shown above to be allowable. Accordingly, dependent Claims 3-5, 10-12, 14, and 16 are not obvious over the various combinations of references relied upon by the Examiner at least because Claims 3-5, 10-12, 14, and 16 include the limitations of Claim 1. Additionally, dependent Claims 3-5, 10-12, 14, and 16 recite further elements that distinguish Applicant's claims over the prior art of record. Since Applicant has shown independent Claim 1 to be allowable, however, Applicant has not provided detailed arguments with respect to Claims 3-5, 10-12, 14, and 16. Applicant remains ready to do so if it becomes appropriate.

No Waiver

Additionally, Applicant has merely discussed example distinctions from the references cited by the Examiner. Other distinctions may exist, and Applicant reserves the right to discuss these additional distinctions in a later Response or on Appeal, if appropriate. By not responding to additional statements made by the Examiner, Applicant does not acquiesce to the Examiner's additional statements. The example distinctions discussed by Applicant are sufficient to overcome the Examiner's rejections.

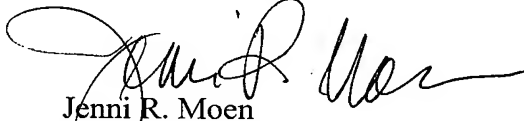
CONCLUSION

Applicant has made an earnest attempt to place this Application in condition for allowance. For the foregoing reasons, and for other reasons clearly apparent, Applicant respectfully requests reconsideration and full allowance of all pending claims.

If the Examiner feels that a telephone conference would advance prosecution of this Application in any manner, the Examiner is invited to contact Jenni R. Moen, Attorney for Applicant, at the Examiner's convenience at (214) 953-6809.

Although no fees are believed due, the Commissioner is hereby authorized to charge any fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,
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Date: January 25, 2008

Customer Number: **05073**